

<b>BUCKEYE VILLAGE MARKETS, INC. AND</b> <b>wholly owned subsidiaries</b> <b>LOUISVILLE FOODS, INC.,</b> <b>WILKSHIRE VILLAGE FOODS, INC., AND</b> <b>NO FRILLS, INC.<sup>1</sup></b>		
<b>Employer</b>	<b>and</b>	<b>Case</b>
<b>No. 8-RC-15956 UNITED FOOD &amp; COMMERCIAL WORKERS</b> <b>UNION LOCAL 880, AFL-CIO, CLC<sup>2</sup></b>		
<b>Petitioner</b>		

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing was held before a hearing officer of the National Labor Relations Board, hereinafter referred to as the Board.

Upon the entire record in this proceeding, the undersigned finds:

- <sup>1</sup> The Employer's name appears as amended at the hearing.

<sup>2</sup> The Petitioner's name appears as amended at the hearing.

4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and 2(6) and (7) of the Act.

5. The following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All meat and deli<sup>3</sup> department employees including department managers, assistant department managers and department manager trainees<sup>4</sup> at the Employer's Buckeye Village store and No Frills store in Alliance, Ohio, its Louisville Foods store in Louisville, Ohio and its Wilkshire Village Foods store in Bolivar, Ohio, excluding all bakery and grocery employees, clerical employees, professional employees, guards and supervisors as defined in the Act.

The Employer is an Ohio Corporation with an office and place of business located in Alliance, Ohio. It operates retail grocery stores that are wholly owned subsidiaries at 1800 West State Street (Buckeye Village) and 42 West Main Street (No Frills)<sup>5</sup> in Alliance, Ohio, 108 West Main Street (Louisville<sup>6</sup> Foods) in Louisville, Ohio, and 11031 State Route 212 NE (Wilkshire Village Foods) in Bolivar, Ohio.<sup>7</sup> There are approximately 91 employees in the unit found appropriate herein.

The Petitioner herein seeks a unit limited to the employees employed in the meat and deli departments of the Employer's four stores. The Employer, however, maintains that such a unit is

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<sup>3</sup> The Employer's exhibits and other record evidence consistently refer to delicatessen employees as deli employees. Consequently, I have adopted this nomenclature in the decision.

<sup>4</sup> At the hearing, the parties were in agreement that the department managers, assistant department managers and department manager trainees are not supervisors within the meaning of section 2(11) of the Act. Absent any evidence on the record that contradicts this agreement, I hereby adopt it.

<sup>5</sup> The petition was amended at the hearing to include the No Frills store in the proposed bargaining unit.

<sup>6</sup> The transcript of the hearing incorrectly spells this location "Lewisville." The correct spelling is that used in the formal exhibits, "Louisville", and I hereby correct the transcript in that regard.

too narrowly drawn and must, to be appropriate under Board principles, include non-supervisory employees employed in all areas of its stores excepting office clericals, professional and technical employees.

The four stores at issue vary in size and employee complement. The Buckeye Alliance store is the largest at 65,000 square feet and it employs approximately 200 employees. Next in size is the Louisville store which is about 50,000 square feet and has between 175 and 190 employees. The Bolivar location is about 32,000 square feet and employs about 80 employees. Finally, the No Frills store, the smallest, has 18,000 square feet and some 50 employees.

All four stores are under the direct supervision of the Employer's General Manager, Gary Bair. The four Store Managers report directly to him. Some of the Store Managers have Co-Managers and/or Assistant Store Managers who perform supervisory functions. The Store Managers or their Assistants directly supervise the Department Managers who, the parties agree, are not supervisors within the meaning of the Act.

The Buckeye Alliance store has seven departments: Produce, Deli, Dairy-Frozen-HBC (Health and Beauty Care products)-Grocery, Front End, Meat, Bakery and Floral. Except for Floral, the Louisville and Wilkshire stores have the same departments. While they sell floral products, the latter two stores do not have a separate dedicated department. Being the smallest store, No Frills has neither a bakery nor a floral department. The organization chart for No Frills shows separate Meat and Deli Departments but they are managed by the same Department Manager.

General Manager Gary Bair testified that he works out of the Buckeye Alliance store but makes at least a weekly visit to each of the three other stores. He is responsible for deciding all

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<sup>7</sup> At the hearing, the parties stipulated to the appropriateness of a multi-location unit and the

promotions to the positions of Department Manager, Assistant Department Manager and Department Manager Trainee. Bair does almost all of the hiring for the Buckeye Alliance and No Frills stores. He also approves any transfers of employees between stores or departments within a store. Furthermore, Bair is involved with such administrative matters as employee evaluations, workers compensation, the Employer's 401(k) plan and the health insurance program.

The Employer has a common labor policy for employees in its four stores. Its Employee Handbook applies to all employees. The handbook addresses and includes the Employer's policies, procedures and employee benefits. Thus, there is a common policy with respect to such subjects as vacations, the 401(k) plan, health insurance, holidays. Also each employee receives an annual job performance evaluation. A job bidding procedure allows employees to apply for transfers to any other department in the stores. Break rooms are for the common use of all the employees in a particular store.

The job classifications set forth by the Employer in its handbook are based more upon work schedule than on job function. These classifications are: full-time, part-time, customer service clerk, service clerk and seasonal employee. Each classification listed is differentiated on the basis of hours worked and the regularity of the work schedule. Only the customer service clerk description makes any reference to job duties noting that the primary duties of said clerk are customer service, "such as bagging and carrying out groceries."

In the common parlance of the stores, however, employees are classified according to their functions. Thus there are meatcutters, meat clerks, deli clerks, bakery clerks, floral clerks, produce clerks, dairy-frozen clerks, and cake decorators. These job classifications reflect the division of the stores into their functional departments. The only department that does not

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record lacks any evidence that would bar or weigh against acceptance of that agreement.

necessarily identify its employees by job function is the front end. That department includes the cashiers, the service center personnel and the baggers and employees who carry the bags out. The latter are referred to as customer service clerks and/or service clerks.

In filling the various clerk jobs in the store, the Employer insists that it does not hire skilled labor. According to Bair, the Employer hires individuals at the entry level who can be taught what they need to know on the job. Preferably these applicants have the physical abilities to perform the work, hold a high school diploma or a GED, are of average intelligence, and can complete a basic math test. When they are hired, they can be assigned as clerks to any number of departments that might need help. They undergo a general orientation and then one that is more specific to the department in which they will be working.

The record establishes, however, that the meatcutters exercise a greater level of skill than the various clerk-employees. The Employer seeks to minimize these skill differences noting that due to the transition from using carcass meat to boxed meat, the meatcutters of today are not required to have the same skills as their predecessors. For its part, the Union agrees that the changeover to boxed meat has significantly changed the duties of the meatcutter. However, it is quick to note that the job still requires skills only obtained after a number of years on the job.

When pressed on this point, Gary Bair acknowledged as much. Trained as a meatcutter in the days before boxed beef, Bair agreed with the statement that the Employer's meatcutters today still need "a year or two or maybe even longer in order to become knowledgeable and skilled and efficient." Bair noted that beef carcasses are presently processed at meat packing plants and then shipped to markets as primal or sub-primal cuts.<sup>8</sup> In this form, however, there is still quite a bit

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<sup>8</sup> Bair admitted that a certain amount of lamb carcass is still received at the Buckeye Alliance store and processed by the meatcutters there. He further stated, however, that lamb makes up a very minor portion of the Employer's meat sales.

of cutting that must be done. Even a sub-primal cut such as a rib, for example, will be cut into ribeye steaks or roasts. Boxed pork primal or sub-primal parts are likewise reduced by the skilled hand of the meatcutter.

Indeed, in the Buckeye Alliance store, the Employer operates what it refers to as a butcher shop. A special case displays unwrapped cuts of meat that can be cut to order or trimmed for the individual customer. The customer selects the specific cut he or she wants and then it is weighed, priced and wrapped in white butcher paper. This special display does not exist in the three other stores. Nevertheless, according to Bair, a customer in any of these stores can go to the meatcutter and ask for a specific cut of meat, special trimming, or some other made-to-order preparation such as tying up a roast.

Apart from breaking down primal or sub-primal cuts, the meatcutters engage in a number of other tasks. Mark Geiselman, a meatcutter with the Employer for some 30 years who is presently employed at Louisville, testified that he begins his day by “pulling” the meat cases which he described as removing old packages and those that were “leakers.” Spoiled meat is recorded as losses while bloody packages are repackaged. He takes steaks that are no longer fresh and grinds them for sale as ground meat. Geiselman goes through the same process for the beef case and the pork case. Then he turns his attention to his actual cutting work which may be interrupted if a delivery truck arrives with items for the meat department. Geiselman assists in bringing the meat delivery from the receiving dock to his department.

Throughout this process, Geiselman works closely with the meat clerks. Whether he is grinding steaks into chuck or cutting primal cuts into roasts, the meat clerks work closely with him by wrapping, weighing, and pricing the product. The clerks also participate in stocking the meat cases. Along with the meatcutters, they engage in cleaning the equipment and sanitizing it.

At the Buckeye Alliance store, the Meat Department also includes a fresh seafood counter in which the product is unpackaged. Bair stated that either a meatcutter or a meat clerk may be involved in setting out the fresh fish in what he described as an “artistic endeavor.” At the Louisville and Wilkshire stores, frozen and fresh fish are also handled by the meatcutters and meat clerks to the extent that they may wrap it and set it out in a case. All poultry that is sold in the stores arrives pre-packaged and is set out in display cases. Meatcutters or meat clerks may be required to inspect it for damage or apply pricing information to the packages.

In each of the Employer’s stores, the Meat Department is in close proximity to the Deli. Evidence indicates that there is a functional reason for this arrangement. Meat Department and Deli employees work together on a number of tasks and generally engage in significant interaction. Their jobs are also similar in that they deal directly with customers in filling orders.

Each of the Deli Departments in the four stores includes a cold foods counter where customers can buy cold meats, cheeses and salads in whatever quantity they desire and cut to order. Sandwiches, made according to pre-determined Company recipes, are also available. In all but the No Frills store, the Deli also includes hot and cooked foods prepared by Department employees. At the Buckeye Alliance and Louisville stores, prepared foods are, according to Bair, “made from scratch”, and the customer can find such items as fried chicken or hot pizza. Bair testified that at the Wilkshire store the hot foods area is much smaller and primarily includes only “heat and eat type items.”

The food preparation process that occurs in the Deli Departments requires coordination and interaction with the Meat Departments. Jamie Wright, a long time meatcutter at the Buckeye Alliance store, testified that his Meat Department fills a Deli order every day. He noted that completing this order, for example, may involve grinding meat, making ham loafs, or cutting

pork chops. Wright further recounted that on some days, when the Meat Department has excess grind, he will talk to the Deli Department about using some of it in their recipes. Wright indicated that there is reason to talk to the Deli Department every day. His testimony was echoed by Geiselman, the Louisville meatcutter, who testified about routinely filling Deli orders to specification. He spoke of making ham loafs or preparing a special ham order by slicing, weighing and tying it up for the Deli. Geiselman added that the Meat Department employees regularly sharpen knives at the request of Deli employees.

This testimony provided by the meatcutters was confirmed by witnesses with experience in the Deli. Karen Burnish, who worked as a Deli clerk at Louisville for a number of years, stated that she would routinely go to the Meat Department to get the meat items she needed for the hot recipes she was cooking. Also, Burnish visited the Meat Department often to get the meats she needed to fill special orders such as party trays. She further noted that she regularly cooked the Brats for the Brat Barn that was set up in the Meat Department. Burnish's testimony was confirmed by a current Buckeye Alliance Deli employee, Carolee Walker. Walker added that Deli employees will often take a ham over to the Meat Department to get it boned before they cook it. She also noted that Meat and Deli Department employees use sanitizer and share it when necessary. According to Wilkshire store employee Ruthann Ravenscraft, Meat Department employees regularly bring meat such as hot dogs to the Deli in that store and provide assistance such as wrapping the larger sized pizzas.

There also appears to be some cooperation between Meat and Deli employees with respect to deliveries. Mark Geiselman testified that the Meat and Deli orders usually come on the same delivery truck. He noted that the Meat employees may unload the Deli as well as the Meat order. Also, he has been requested by the Deli manager to bring their order over to the Deli



Department. Geiselman added that he has not seen, for example, Meat or Deli employees assist with the unloading or delivery of grocery products.

The interaction that takes place between Meat and Deli employees does not exist with respect to employees of other departments. Gary Bair testified, without affording great detail, that employees often assist outside their own departments and frequently are called to the front end to assist with bagging or other activities in that department. The Meat and Deli Department employees who testified uniformly stated that they have not been assigned to assist in other departments or asked to help at the front end. Their testimony was confirmed by front end employee Katherine Strong. Moreover, they consistently stated that employees of other departments did not assist in their departments. The employee witnesses noted that if extra hands were needed in the Meat or Deli Departments, efforts were made to call in employees from those respective departments.

Bair testified that the Deli Department regularly requires products from other departments in the process of preparing hot food items. Thus, for example, sandwich rolls are routinely ordered from the bakery. The Deli may also need food items from the grocery or dairy departments. Bair's testimony suggests that this activity requires interaction between the Deli employees and employees in those other departments. However, the Deli employees who testified indicated that little if any contact takes place. The Deli Department does pick up sandwich rolls from the bakery but, according to Karen Burnish, in a fashion that requires minimal interaction. In addition, if items are needed from other departments in the store, the Deli clerks, according to Burnish and Ruthann Ravenscraft, merely help themselves and submit inter-department transfer slips.

The Employer maintains that there is a great deal of employee transfer between stores and departments within stores. Gary Bair prepared and submitted at the hearing an exhibit that documents a long list of employees who have been transferred. Although the document omits critical parameters such as the dates of transfer or the length of employment in each job, Bair, in his testimony, filled in many of these blanks. Nevertheless, the transfers addressed by Bair were permanent rather than temporary in nature. Moreover, Bair's list includes many examples of employees merely being promoted to new jobs within the same department, transferring to the same department in another store, or transferring from a store that had been closed. His testimony did not document the existence of any routine practice of temporarily transferring employees between stores or departments. The only significant example of that happening concerns employees at the No Frills store who regularly crossover between the Meat and Deli Departments which are jointly managed at that location.

There is no recent bargaining history with respect to this Employer. An independent union represented a wall-to-wall unit of employees at the Buckeye Alliance store until 1980 when it was decertified. There has been no union representation at Buckeye Alliance since that time nor is there any history of bargaining at the other three stores. The Petitioner offered as exhibits a number of collective bargaining agreements it holds with other employers in which meat/deli departments have been designated as bargaining units. These agreements, however, involve voluntary recognition of the Petitioner and the Board has held that the bargaining pattern in a particular industry will not be considered controlling in relation to the bargaining unit of a particular facility. **Big Y Foods, 238 NLRB 855 (1978).**

The Board has held that a petitioned-for unit need only be *an* appropriate unit for purposes of collective bargaining, not the most appropriate. **Overnite Transportation Co., 322**

**NLRB 723 (1996).** It has further held that, in representation proceedings, the unit sought by the petitioner is always a relevant consideration. **E.H. Koester Bakery & Co., 136 NLRB 1006 (1962).** While being guided by these principles, the issue to be decided herein is whether the petitioned-for unit, the Meat and Deli Department employees, can appropriately stand alone or, as the Employer argues, must be part of a unit that encompasses all non-supervisory employees.

In addressing this issue, I first note that the Board has found, in **Scolari's Warehouse Markets, 319 NLRB 153 (1995),** that a separate unit of meat department employees in a grocery store can be an appropriate unit. See also, **Wal-Mart Stores, Inc., 328 NLRB No. 126 (1999); K Mart Corporation d/b/a Super K Mart Center, 323 NLRB 582 (1997).** In **Scolari's**, the Board identified a number of considerations to be used in determining whether meat department employees have a separate community of interest. These factors include whether: 1) a substantial portion of the employer's meat business involves boxed meat; 2) the continued application of specialized meat-cutting skills is necessary for the processing of the boxed meat; 3) the meatcutters are highly trained; 4) a substantial percentage of the unit is engaged in skilled meat-cutting work; 5) the unit is separately supervised; 6) there is limited interchange and transfers between meat department employees and other store personnel; and, 7) employees in the proposed meat department unit receive higher wages than other store employees. In the instant case, a review of these factors warrants a finding that the Meat Department could stand alone as a bargaining unit.

Little if any of the meat processed in the Meat Departments at the Employer's stores is received as carcasses. Only a small amount of lamb arrives in carcass form. Beef and pork products are primarily received as boxed in primal and sub-primal cuts which must be further processed. The record makes clear that while the Employer's meatcutters are generally not asked

to process carcass meat, they nevertheless are required to exercise specialized cutting skills with respect to the boxed meat. The Employer's General Manager, Gary Bair, a meatcutter himself, acknowledged that it can take several years to develop the skills necessary to perform the meatcutter's job at his stores. His testimony, as well as that of the employee witnesses, belies the Employer's suggestion herein that the skills of the present day meatcutter, because of the advent of boxed meat, have become so attenuated as to make them indistinguishable from the other employees in the grocery store.

With respect to the issue of training, the Employer does not have a formal apprenticeship program to train meatcutters. It considers the meatcutter to be an entry level position. Nevertheless, it is apparent from the testimony of the meatcutters who testified at the hearing that they have extensive experience. Thus, even if some meatcutters are hired with the expectation that they will learn on the job, they are trained by highly skilled veteran employees and not expected to master the position for at least several years.

Aside from the meatcutters, the Meat Department also includes clerks who put meat in display cases, pull it out when necessary, take customer orders, wrap meat using shrink wrap machines, weigh meat and code it. The meat clerks also engage in the various cleaning duties of the Department. The record does not make clear the numbers of meatcutters and meat clerks employed in the Employer's meat departments. Nevertheless, it is evident that the meatcutters are central to the operation and provide the lead to the meat clerks who work closely with them in an integrated fashion.

The Meat Department in each of the Employer's stores is listed separately on the organization charts offered at the hearing. While the Meat Department Managers are not statutory supervisors, they provide leadership which sets the departments apart from other

departments in the store. The only overlap occurs at the No Frills store where the same manager is responsible for the Meat Department and the Deli. Furthermore, as noted above, there is no appreciable interchange of employees (of a temporary nature) between the Meat Departments and other departments except in the Meat/Deli area at the No Frills store. With respect to interaction of employees, Meat Department employees work closely with Deli Department employees but not with others employed at the stores. As regards wages, the record merely indicates that meatcutters likely earn more than most store employees because they are full-time employees and afforded higher benefits while a significant number of clerks are classified part-time.

In sum, the instant facts closely parallel those found by the Board in both Scolari's and Wal-Mart Stores, Inc., supra. In each of those cases, the Board held that a unit of Meat Department employees, including both meatcutters and meat clerks was an appropriate unit. Thus, I find that the Employer's Meat Departments at issue herein likewise would constitute an appropriate unit.

The Petitioner, however, has requested a unit that includes both the Meat Department and the Deli Department employees. There is scant Board case law to refer to with respect to such a unit. The only Board case cited by either party in their briefs was Weber's Food Service, Inc., **244 NLRB 594 (1979)**, a case relied on by the Petitioner. In that case, the Board held that a unit of grocery employees would be appropriate where meat, deli and bakery employees were excluded. While the Board therein cited significant elements of community among the meat, deli and bakery workers, I find that Weber's is of limited precedential value herein.

Without clear guidance from the Board on the specific issue, a determination of whether a meat/deli unit is appropriate requires a traditional community of interest analysis. The factors

that are balanced in such an analysis include: method of compensation, working hours, benefits, common supervision, qualifications, training and skills, job functions, interaction, integration of work functions, interchange and bargaining history. **Overnite Transportation**, supra.

Of central importance herein is the significant degree of interaction between Meat and Deli Department employees and the extent to which they coordinate their efforts. Employees of both departments work closely together each day whether it involves the cook in the Deli placing her order for meat products with the Meat Department or the Deli cooking brats for the Meat Department. Meatcutters bone hams, make ham loafs or cut pork chops for the Deli. Meat Department employees consult with the Deli to see if excess meat can be worked into their recipes in an effort to avoid waste. Deli employees work with Meat Department employees in organizing the meat and cheese products used on special order party trays. Meat Department employees assist the Deli by sharpening their knives or helping with Deli deliveries from the receiving dock.

For the employees in each department there is also a similarity of job functions. They deal directly with the customers in filling orders to specification. This activity involves cutting and/or trimming to the customer's instructions, weighing the product, wrapping it and applying pricing information. Evidence in the record indicates that the wrapping machines in the Meat and Deli Departments are unique and require some instruction before use. The employees in each department are also responsible for cleaning and sanitizing their equipment, a job that brings them into occasional contact because they share the same sanitizing solutions. Employees in each department take orders directly from customers over the phone.

The Employer's personnel policies including wage scales, benefits, holidays and vacations apply equally to employees in the Meat and Deli Departments as they apply to all

employees in the store. What separates these two departments is the lack of interaction or integration with other departments. The Employer maintains that there is a significant degree of employee interchange throughout the store. However, the evidence shows little or no temporary interchange and a modest degree of permanent transfers between departments. The Board has determined that permanent transfers are a less significant indication of actual interchange than temporary movement. See, **Ohio Valley Supermarkets, Inc. d/b/a Foodland of Ravenswood**, **323 NLRB 665 (1997)**. Thus, the permanent transfers at its stores cited by the Employer bear little weight herein.

Although the skills of the meatcutter take years to achieve, the clerks in the Meat and Deli Departments need only a few weeks of training to learn their jobs. In the Employer's mind, however, this does not necessarily make them fungible with the clerks in the other departments. Evidence indicates that when the Meat and Deli Departments are short-handed they seek to call in employees from their own departments rather than seek assistance from other departments. Meat and Deli Department employees, moreover, are not asked to substitute in other departments. Yet evidence reveals that when the front end is short on help, it calls on clerks from various grocery areas.

All of these factors<sup>9</sup> set the Meat and Deli Departments in the Employer's stores apart from the rest of the operation and militate toward finding them as an appropriate bargaining unit. A telling indication of the closeness of these departments is the Employer's use of a common manager for the Meat and Deli Departments in the No Frills store. On balance then, considering the community of interest factors set forth in **Overnite Transportation**, *supra*, I find that the

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<sup>9</sup> There is in effect no bargaining history to consider herein given that whatever history there is concerns only one of the four stores and at a time too distant in the past to be instructive.

petitioned-for unit of Meat and Deli Department employees at the Employer's four stores is an appropriate bargaining unit. I note that no labor organization seeks herein to represent a broader unit.

### **DIRECTION OF ELECTION**

An election by secret ballot shall be conducted by the undersigned among the employees in the unit found appropriate at the time and place set forth in the notice of election to be issued subsequently, subject to the Board's Rules and Regulations. Eligible to vote are those in the unit who were employed during the payroll period ending immediately preceding the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Also eligible are employees engaged in an economic strike which commenced less than 12 months before the election date and who retained their status as such during the eligibility period and their replacements. Those in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period, employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced. Those eligible shall vote whether or not they desire to be represented for collective bargaining purposes by **United Food & Commercial Workers Union Local 880, AFL-CIO, CLC**.

### **LIST OF VOTERS**

In order to ensure that all eligible voters have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a



list of voters and their addresses that may be used to communicate with them. **Excelsior Underwear Inc.**, 156 NLRB 1236 (1966); **N.L.R.B. v. Wyman-Gordon Co.**, 394 U.S. 759 (1969). Accordingly, it is directed that an eligibility list containing the *full* names and addresses of all the eligible voters must be filed by the Employer with the Regional Director within 7 days from the date of this decision. **North Macon Health Care Facility**, 315 NLRB 359 (1994). The Regional Director shall make the list available to all parties to the election. No extension of time to file the list shall be granted by the Regional Director except in extraordinary circumstances. Failure to comply with this requirement shall be grounds for setting aside the election whenever proper objections are filed.

#### **RIGHT TO REQUEST REVIEW**

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, D.C. 20570-0001. This request must be received by the Board in Washington, by **November 12, 1999**.

Dated at Cleveland, Ohio this 29th day of October 1999.

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Frederick J. Calatrello  
Regional Director  
National Labor Relations Board  
Region 8

1760-9167-4800